

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 03-076**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**STREETSCAPE & EXTERIOR DESIGN / ARCHITECTURAL DESIGN SERVICES
FOR DOWNTOWN LINCOLN ENTERTAINMENT CENTER PROJECT**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, March 19, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

Streetscape & Exterior Design / Architectural Design Services for Downtown Lincoln Entertainment Center Project

1. INTRODUCTION

- 1.1 The City of Lincoln requests proposals from qualified landscape architecture / architecture consultants for:
 - 1.1.1 streetscape improvements
 - 1.1.2 external building design assistance for the downtown entertainment center (see Attachment A).
- 1.2 The streetscape improvements include the design of public improvements within City right of way surrounding the site.
- 1.3 The external building design aspect involves working as part of a City - Private sector design team to develop plans for the exterior treatment of the 70,000 sq. ft. building.
- 1.4 Attachment B identifies the areas to be included in the design services identified in this Request for Proposals.
- 1.5 Sealed proposals for these services will be received by the City Purchasing Agent of the City of Lincoln, Nebraska at 440 S. 8th Street, Suite #200 up to the hour of **12:00 noon, Wednesday, March 19, 2003.**
- 1.6 Proposals received after that hour will be considered null and void and will not be accepted.
- 1.7 Each proposal should be submitted in eight copies to the attention of the City Purchasing Agent.
- 1.8 Proposals shall be submitted in envelopes clearly marked indicating “**Specification 03-076, Downtown Entertainment Center Project**”.
- 1.9 The proposed fees for providing the proposed services should be enclosed in a separate sealed envelope titled “Proposed Fee for Downtown Entertainment Center Project”.
- 1.10 The envelope indicating the fees will not be opened until the selection committee has ranked the proposals.

2. PROJECT DESCRIPTION

- 2.1 The Downtown Entertainment Center project will include the design and construction of a pedestrian streetscape in coordination with a major private redevelopment in a highly visible area in the heart of Downtown Lincoln.
- 2.2 Attachment A shows the areas to be covered by this project, which generally includes the west sides of 12th Street between P and O Streets, the East side of 11th Street between P and O Streets, the south side of P street between 11th and 12th Streets and the north side of O Street between 11th and 12th Streets and may include improvements in the east-west alley.
- 2.3 Portions of surrounding street right of way have been recently improved and may need only minimal improvements while we anticipate other areas will require reconstruction of sidewalks and streetscape improvements.
- 2.4 This project shall include analysis of and redesign and repair as necessary for related infrastructure.
- 2.5 This redesign and repair work shall in general reflect the streetscape patterns established in downtown and specifically coordinate with the redevelopment improvement for exterior building design.
- 2.6 It may include the following elements: sidewalk reconstruction; pedestrian lighting; streetscape furniture including benches, trash receptacles, bike racks, and kiosks; planting beds / plant materials; and public art.
- 2.7 The project design will consider future maintenance needs and costs once the streetscape redevelopment is complete.

- 2.8 The Downtown Entertainment Center project will also require that the consultant work as the City's representative on a design team that includes representatives of a private developer.
- 2.9 The consultant will collaborate with the developer's architect to develop design alternatives for the building's exterior that:
 - 2.9.1 are sensitive to the scale and context of surrounding downtown neighborhood,
 - 2.9.2 reflect guidelines established by the Urban Design Committee and,
 - 2.9.3 are in conformance with the overall project budget.
- 2.10 The consultant will work with the developer's architect and the design team to develop conceptual designs for both the streetscape and the exterior elements of the building that meet with the City's approval and Urban Design Committee's project specific guidelines.
- 2.11 The consultant will then continue to work with the design team to prepare detailed plans and specifications for the selected design.
- 2.12 The City is accepting proposals for both project design and construction management services.
- 2.13 The consultant will have primary responsibility for the design and construction management of the streetscape portion of this assignment.
- 2.14 For the exterior design portion, the consultant will work as part of a design team that includes the developer's architect, who will have final responsibility for the construction documents for the building itself.

3. **SCOPE OF SERVICES**

- 3.1 The City of Lincoln is seeking a consulting firm to provide the following services is identified in the following tasks 1 - 11, some of the tasks address only the streetscape design, some address the exterior building design while other address both components.
- 3.2 **Schematic Design - Streetscape**
 - 3.2.1 Survey and prepare maps of existing conditions within the site including as applicable, grades and lines of streets, alleys, pavements, and locations, and dimensions pertaining to existing buildings, other improvements and trees.
 - 3.2.2 Review and evaluate data obtained through Task 1A together with the City's requirements as to project design and budget.
 - 3.2.3 Prepare and present to the City alternative approaches to design and construction of the project.
 - 3.2.3.1 Following City's approval as to the selected approach, prepare and present schematic design documents consisting of drawings and other documents illustrating the scale and relationship of project components and submit preliminary project cost estimates.
- 3.3 **Schematic Design - Exterior Building Design**
 - 3.3.1 As part of the Design Team working in conjunction with the developer's architect, prepare alternative schematic designs for the exterior portions of the building.
 - 3.3.1.1 The designs should reflect the design guidelines that will be established by the Urban Design Committee.
 - 3.3.1.2 Attachment B identifies the portions of the building included in this portion of the assignment.
 - 3.3.2 After review and approval of the Urban Design team, present schematic design alternatives to various stakeholders, including: Project Developer, City staff, Urban Design Committee, Downtown Neighborhood Association, Downtown Lincoln Association and others.
 - 3.3.3 Following City / Urban Design Committee's approval of the schematic design, work with the design team and developer's architect to prepare drawings and other documents illustrating the scale and relationship of project components and prepare preliminary project cost estimates.

- 3.4 **Master Design Plan- Streetscape and Exterior Building Design**
 - 3.4.1 Following City approval of schematic design documents for both Streetscape and Exterior Building features, prepare and present Master Design Plans consisting of drawings and other documents.
 - 3.4.2 The Master Design Plans shall identify utility relocation needs incident to the proposed plan, and shall fix and describe the size and character of the entire project as to structural, mechanical, and electrical features, materials and other elements as may be appropriate.
 - 3.4.3 Submit updated project cost estimates.
 - 3.4.4 The Master Design Plan shall be reviewed by the design team, developer, City staff, the City's Urban Design Committee and the Downtown Lincoln Association.
- 3.5 **Construction Documents - Streetscape and Exterior Building Design**
 - 3.5.1 Following City approval of the Master Design Plan, prepare and present construction documents consisting of plans, and specifications setting forth in detail the complete requirements for the construction of the project and detailed cost estimates.
 - 3.5.2 The consultant shall also prepare necessary bidding information, bidding forms and construction contract documents for the public portion of this assignment.
 - 3.5.3 Working with the developer's architect the consultant will assist in the development of a complete set of construction documents covering the external portion of the project.
- 3.6 **Bidding the Downtown Entertainment Center Project - Streetscape / Public Improvements**
 - 36.1 The consulting firm shall work with the City's purchasing agent to advertise and bid the project.
- 3.7 **Pre-Construction Conference - Streetscape / Public Improvements**
 - 3.7.1 Following the City's award of the construction contract, schedule and conduct a pre-construction conference.
- 3.8 **Pre-Construction Conference - Exterior Building Design**
 - 3.8.1 Following approval of the exterior building design features, schedule and conduct a pre-construction conference with the developer's architect.
- 3.9 **Construction Layout and Staking - Streetscape / Public Improvements**
 - 3.9.1 Provide the construction contractor with all field surveys, layouts, and staking necessary for the construction of the streetscape.
- 3.10 **Construction Management - Streetscape / Public Improvements**
 - 3.10.1 During the construction phase, make site observations as necessary upon City request.
 - 3.10.2 Prepare change orders as necessary for City approval and execution in accordance with the construction contract documents.
 - 3.10.3 The precise scope of other inspections to be rendered by the consultant shall be determined through negotiations with the City.
- 3.11 **Construction Management - Exterior Building Design**
 - 3.11.1 During the construction phase, continue to consult as part of the City - Private developer design team.
 - 3.11.2 Make site observations as necessary upon City request, and prepare change orders, in conjunction with developer's architect, as necessary for City approval and execution in accordance with the construction contract documents.
 - 3.11.3 The precise scope of other inspections to be rendered by the consulting firm shall be determined through negotiations with the City.
- 3.12 **As-Built Drawing - Streetscape / Public Improvements**
 - 3.12.1 Following completion of the construction of the project, prepare and submit to the City reproducible Mylar as-built drawings of the project.

4. PROJECT SCHEDULE

- 4.1 Prepare a time frame for completion of tasks identified in Section III Scope of Services.

5. PROFESSIONAL REQUIREMENTS

- 5.1 All analysis, schematic plans, master design plans, and construction plans, specifications, and cost estimates shall be completed and supervised as appropriate by a professional landscape architect, architect, or engineer registered to practice in the State of Nebraska.

6. SUBMITTAL REQUIREMENTS / GENERAL STATEMENT OF QUALIFICATIONS

- 6.1 The information that should be submitted regarding the firm's general statement of qualifications consists of the following:
- 6.1.1 Firm name, address, and telephone number
 - 6.1.2 Number of years established and former names of firm
 - 6.1.3 Types of services particularly qualified to perform
 - 6.1.4 Names of principals and states in which they are registered
 - 6.1.5 Names of key personnel, experience of each, and length of service of the firm
 - 6.1.6 Number of staff usually and currently employed
 - 6.1.7 Outside consultants and associates that would be part of the consulting team
 - 6.1.8 List of completed projects of similar nature for which the firm was the principal professional
 - 6.1.9 Willingness and capability to meet the time requirements expressed in the scope of services
 - 6.1.10 Other additional material as may be required in the scope of services

7. SERVICES PROVIDED BY THE CITY

- 7.1 The consulting firm shall identify in its proposal what services and assistance it expects to be provided by the City of Lincoln.

8. THE SELECTION PROCESS

- 8.1 The successful proposal will be selected on the basis of the criteria that include qualifications, experience, and response to both aspects of this proposal. The City's selection process will include the following basic steps:
- 8.1.1 Issue RFP
 - 8.1.2 Receive proposals
 - 8.1.3 Form selection committee
 - 8.1.4 Review proposals
 - 8.1.5 Interview selected consultants
 - 8.1.6 Make recommendations to the Mayor
 - 8.1.7 Selection by the Mayor

9. MONTHLY REPORTS

- 9.1 The consulting firm selected shall furnish to the City copies of a written progress report on or before the tenth of the month following the month being reported.
- 9.2 The progress report shall cover the contract activities for the month including a narrative section on progress of the work by task; a percentage of the work completed by task; a charter table showing the funds expended for the month being reported; cumulative expenditures by task; and estimated costs to complete the work.

10. GENERAL TERMS AND CONDITIONS

- 10.1 All design firms submitting a proposal will be informed in writing of the City's decision within 20 working days following the final consultant selection.
- 10.2 The Mayor of City of Lincoln shall be the final decision making authority for the City.
- 10.3 The project may be constructed in one or more phases depending upon availability of funding and other factors.

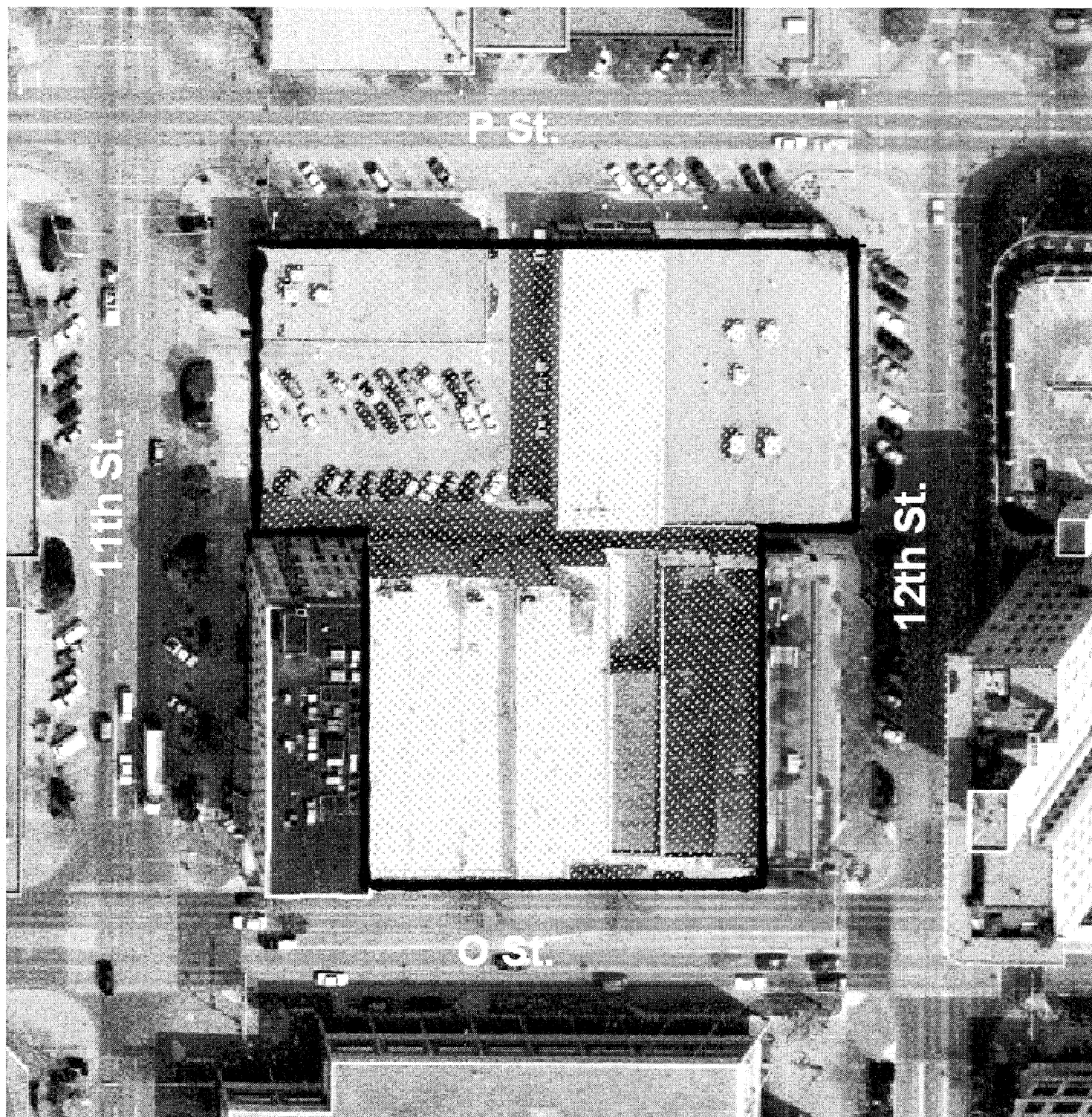
11. **FURTHER INFORMATION**

11.1 Questions relating to information contained in this Request for Proposals shall be submitted to:

Jeff Cole
Urban Development Department
808 P Street, Suite 400
Lincoln, NE 68508
(402) 441-7866.

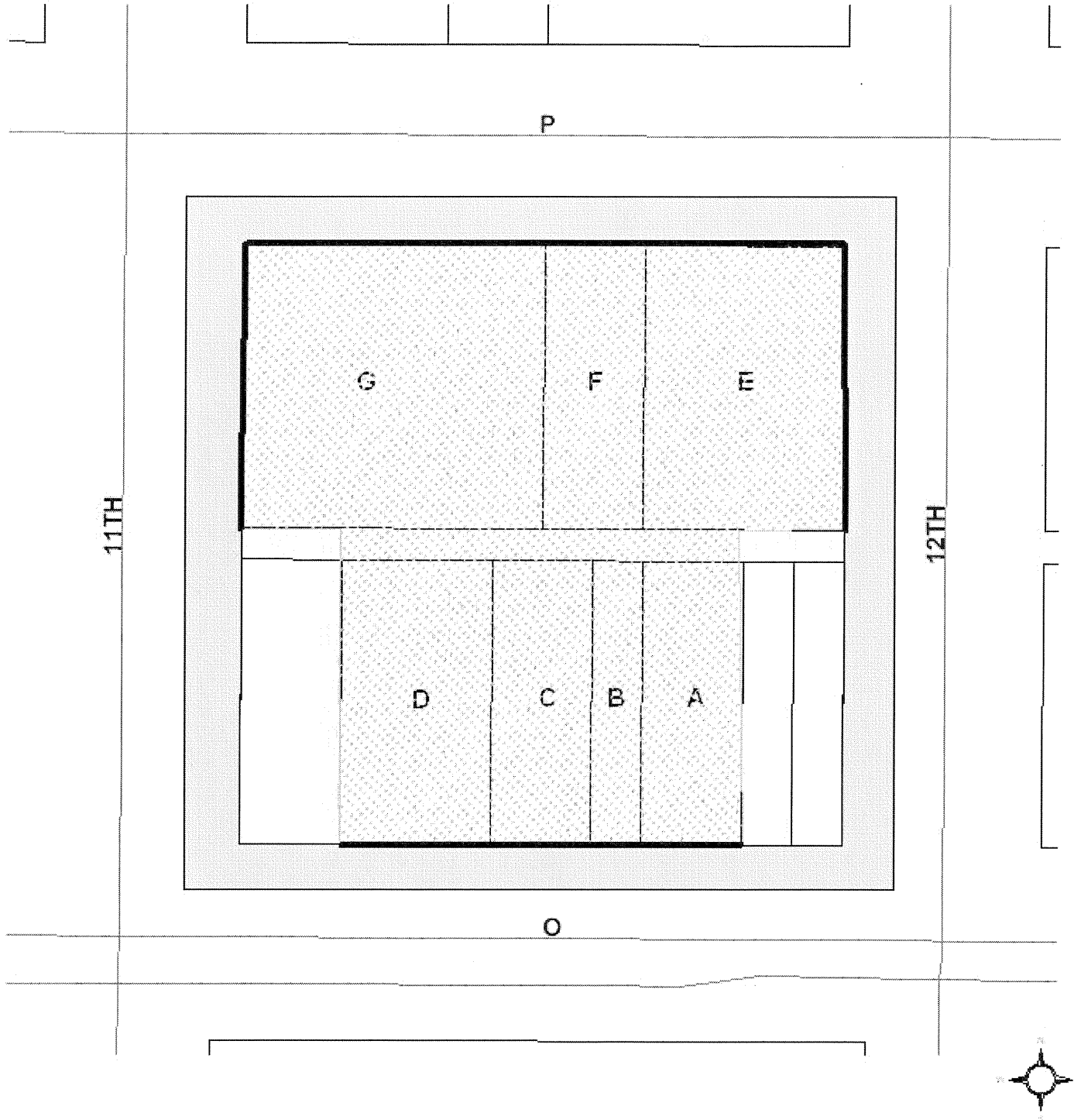
cc: Vince m. Mejer, CPPO, C.P.M.
Purchasing Agent
440 S. 8th St., Ste 200
Lincoln, NE 68508
(402) 441-8314

Figure A



Downtown Entertainment Center
Aerial Photo of Site, Block 41

Figure B



Downtown Entertainment Center
Design Services Area

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.